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9 Attorneys for Shady Bird Lending, LLC

11 **UNITED STATES BANKRUPTCY COURT**

12 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**

13 In re

14 THE SOURCE HOTEL, LLC,

16 Debtor.

Case No. 8:21-bk-10525-ES

Chapter 11

**OMNIBUS RESPONSE OF SHADY BIRD LENDING, LLC TO (1) MOTION FOR ENTRY OF AN ORDER: (A) REQUIRING TURNOVER OF ESTATE CASH BY EVERTRUST BANK; (B) AUTHORIZING DEBTOR TO USE CASH COLLATERAL; AND (C) AUTHORIZING DEBTOR TO OBTAIN POST-PETITION FINANCING FROM M+D PROPERTIES ON AN UNSECURED BASIS, AND (2) MOTION FOR ENTRY OF ORDER AUTHORIZING DEBTOR TO PROVIDE ADEQUATE ASSURANCE OF FUTURE PAYMENT TO UTILITY COMPANIES PURSUANT TO 11 U.S.C. § 366; DECLARATION OF RONALD RICHARDS IN SUPPORT THEREOF**

DATE: March 23, 2021

TIME: 10:00 a.m.

PLACE: Courtroom "5A"

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1 Shady Bird Lending, LLC (“Shady Bird”) hereby submits its “Omnibus  
2 Response of Shady Bird Lending, LLC to (1) Motion for Entry of An Order: (A) Requiring  
3 Turnover of Estate Cash By Evertrust Bank; (B) Authorizing Debtor to Use Cash  
4 Collateral; and (C) Authorizing Debtor to Obtain Post-Petition Financing From M+D  
5 Properties On An Unsecured Basis, and (2) Motion for Entry of Order Authorizing Debtor  
6 to Provide Adequate Assurance of Future Payment to Utility Companies Pursuant to 11  
7 U.S.C. § 366; Declaration of Ronald Richards in Support Thereof” (the “Response”), in  
8 response to the (i) “Notice of Motion and Motion for Entry of An Order: (A) Requiring  
9 Turnover of Estate Cash By Evertrust Bank; (B) Authorizing Debtor to Use Cash  
10 Collateral; and (C) Authorizing Debtor to Obtain Post-Petition Financing From M+D  
11 Properties On An Unsecured Basis; Declarations of Donald Chae and Juliet Y. Oh in  
12 Support Thereof” (the “Cash Collateral Motion”), and (ii) “Notice of Motion and Motion for  
13 Entry of Order Authorizing Debtor to Provide Adequate Assurance of Future Payment to  
14 Utility Companies Pursuant to 11 U.S.C. § 366; Memorandum of Points and Authorities;  
15 Declaration of Donald Chae in Support Thereof” (the “Utilities Motion” and together with  
16 the Cash Collateral Motion, the “Motions”), filed by the debtor and debtor in possession,  
17 The Source Hotel, LLC (the “Debtor”), and represents as follows:

18 I.

19 **PREFATORY STATEMENT**

20 Although Shady Bird largely does not oppose the relief sought by the  
21 Motions, Shady Bird does object to the false narrative being presented as the reason  
22 emergency relief is necessary. The Debtor would have this Court believe that its  
23 grandiose project is on the cusp of completion, and, but for the conduct of Shady Bird  
24 and its predecessor, Evertrust, 178 hotel rooms would have been added to the Buena  
25 Park landscape.<sup>1</sup> Such is not the case.

26

27 <sup>1</sup> Unless otherwise stated, the use of capitalized terms herein shall have the meaning ascribed to them in  
28 the Motions.

1 In fact, despite the seven years the Hotel has been under construction, the  
2 Debtor is years away from ever taking its first reservation. Simply put, the Debtor owns  
3 nothing more than an idled construction project saddled with enormous debt and plagued  
4 by serious issues of waste and disrepair. This is why a receiver was appointed on  
5 February 17, 2021.<sup>2</sup> And since her appointment, the Receiver has learned of the  
6 following disturbing problems:

- 7 • There are substantial roof issues which currently permit the intrusion  
8 of water into the structure
- 9 • The construction assemblies on the roof are incomplete and create  
10 an opportunity for water infiltration
- 11 • The fire sprinkler system is not currently capable of providing life-  
12 safety protection for the Project

13  
14 <sup>2</sup> In addition to the deplorable condition of the Hotel, Shady Bird sought the appointment of a receiver  
based on the following:

- 15 • The Debtor's failure to make the payment of interest due under the operative note on October 1, 2019;
- 16 • The Debtor's failure to repay the total indebtedness on the loan by the extended maturity date of  
November 1, 2019 (the "Maturity Date");
- 17 • The Debtor's failure to complete the construction of the Hotel by the Maturity Date;
- 18 • The Debtor's failure to timely pay its contractors and other third parties resulting in multiple mechanic's  
being recorded against the project and the Debtor's failure to furnish a sufficient bond causing such liens to  
be released or giving other satisfactory indemnity within ten days of recording;
- 19 • The Debtor's failure to take reasonable measures to maintain, protect, and secure the project under the  
operative deed of trust;
- 20 • The Debtor's failure to prevent the project from becoming vandalized, damaged, destroyed, and  
deteriorated;
- 21 • The Debtor's failure to prevent material physical waste of the project;
- 22 • The Debtor's failure to allow Shady Bird to enter upon and inspect the project;
- 23 • The Debtor's failure to provide evidence of and certificates of insurance to Shady Bird upon request;
- 24 • The Debtor's failure to allow inspections by the City of Buena Park and ceasing communications with  
the City, negatively affecting the permitting process and the ability to complete the project;
- 25 • The Debtor's failure to maintain various systems and improvements on the project such as the elevator,  
electrical, HVAC, and plumbing.
- 26 • The Debtor's failure to provide any security for the project and improvements; and
- 27 • The Debtor's failure to timely test the fire-life safety systems which could completely destroy the  
project.
- 28

- 1 • Due to neglect and exposure to UV rays, the pool deck will need
- 2 substantial repair
- 3 • The pool has an accumulation of water and trash making it a
- 4 breeding ground for mosquitos, which may carry the West Nile Virus
- 5 • Completed business finishes are not being protected and are
- 6 exposed to waste or damage
- 7 • A potentially hazardous situation may exist if the building sewer
- 8 system is not connected to the public system
- 9 • HVAC package units have been left unsecured and accessible to
- 10 thieves and vandals
- 11 • There are hazardous and caustic chemical unsecured at the Project
- 12 These are just a few of the concerning problems plaguing this project and
- 13 negatively affecting not only Shady Bird's collateral, but the rights of other creditors.<sup>3</sup> As
- 14 such, Shady Bird will soon be filing a motion to allow the Receiver to remain in
- 15 possession and control of the project, and excusing the Receiver's compliance with 11
- 16 U.S.C. § 543(b).<sup>4</sup>

17 More troubling, however, is what appears to be an intentional

18 misrepresentation to the Court regarding the 99-year ground lease (the "Ground Lease")

19 with the Debtor's affiliate, The Source at Beach, LLC (the "Ground Lessor"). Although the

20 Debtor correctly points to the prior existence of the Ground Lease, it omits the recent fact

21 that, on February 16, 2021, Shady Bird (as well as the Debtor) received a "Notice of

22 Default Under, and Exercise of Option to Terminate, Ground Lease" from the Ground

23

24 <sup>3</sup> These conclusions are supported by a recent inspection report commissioned by Receiver from Urban

25 Advisory and Building Group, LLC that demonstrates the significant issues of neglect, potential hazardous

situations, and safety and environmental concerns at the project.

26 <sup>4</sup> Due to the Debtor's pre-petition gross mismanagement and incompetence, Shady Bird also anticipates

27 filing a separate motion seeking the appointment of a chapter 11 trustee. In addition, since the Debtor

stunningly failed to identify itself as a single asset real estate case, Shady Bird also will be filing a motion to

designate the Debtor as a single asset real estate case pursuant to 11 U.S.C. §§ 101(51B) and 362(d)(3).

28

1 Lessor, advising Shady Bird that the Ground Lease was being immediately terminated. A  
2 true and correct copy of the termination notice is attached hereto as Exhibit "A" to the  
3 declaration of Ronald Richards and is incorporated herein by reference. Obviously,  
4 without the Ground Lease, the Debtor lacks the right to complete the Hotel, calling into  
5 question not only its honesty with the Court, but whether it even belongs in chapter 11.

6 Equally troubling is the fact that the Debtor is in violation of its development  
7 agreement with the City of Buena Park, casting further doubt on the Debtor's ability to  
8 complete the Hotel and whether this case can survive. Nevertheless, Shady Bird is not  
9 opposed to the limited relief sought in the Motions since it will provide some measure of  
10 assurance that the project is insured and utilities remain active at the site.

11 **II.**

12 **SHADY BIRD DOES NOT OPPOSE THE LIMITED RELIEF SOUGHT**  
13 **BY THE MOTIONS**

14 Through its Motions, the Debtor seeks the following limited forms of relief:

- 15 • Turnover of the Evertrust Account Funds in the aggregate amount of  
16 \$35,246.75, which the Debtor claims is comprised solely of funds advanced by its non-  
17 member Manager, M+D Properties, a California corporation ("M+D")
- 18 • Use of cash collateral (consisting of the Evertrust Account Funds),  
19 on an interim basis, according to the 13-week Budget affixed to the Cash Collateral  
20 Motion
- 21 • Authority to obtain a DIP Loan from M+D, on a general unsecured  
22 basis, in a sum up to \$100,000, as necessary and at the discretion of M+D, to cover any  
23 shortfalls in the Budget
- 24 • Authority to pay the proposed Cash Deposits to the Utility  
25 Companies for the utility accounts referenced in the Utilities Motion, in the aggregate  
26 amount of approximately \$1,950

27 Shady Bird will address each of the requests separately.  
28

**A. Turnover of the Evertrust Account Funds and Proposed Use of the Funds According to the Budget and Proposed Interim Order**

Section 363 of the Bankruptcy Code governs the estate's use of cash collateral. Here, as the Debtor concedes, the Evertrust Account Funds are potentially Shady Bird's cash collateral. As such, the Debtor may not use cash collateral unless either "(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease . . . ." 11 U.S.C. § 363(c)(2). Indeed, unless the debtor in possession obtains consent or a court order, it "shall segregate and account for any cash collateral in the trustee's possession, custody, or control." 11 U.S.C. § 363(c)(4). See Marathon Petroleum Co., LLC. v. Cohen (In re Delco Oil, Inc.), 599 F.3d 1255 (11th Cir. 2010).

Rather than eliciting Shady Bird's consent for use of the Evertrust Account Funds, the Debtor instead opted to seek court approval. As a result, the Court is required to "prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest." 11 U.S.C. § 363(e). The Court must, therefore, "prohibit or condition" the Debtor's use of cash collateral based upon whether it has adequately protected Shady Bird's interest in such cash collateral. Adequate protection, in turn, is a concept that Section 361 of the Code illustrates, but does not define.

That section recognizes that, to the extent that use of cash collateral "results in a decrease in the value of such entity's interest in such property," adequate protection may consist of cash payments or replacement liens. 11 U.S.C. § 361(1)-(2). In addition, the estate may provide other forms of adequate protection so long as they "will result in the realization by [the secured party] of the indubitable equivalent of such entity's interest in such property." 11 U.S.C. § 363(c)(3).

Although the Debtor is not operating a business, it contends it needs to use the Evertrust Account Funds to preserve and protect the Hotel. And even though the Debtor contends that the Evertrust Account Funds consist solely of funds previously advanced by M+D, there is no competent evidence to support this contention. The

1 unsubstantiated statement from Donald Chae does not qualify to establish the source of  
2 the Evertrust Account Funds. Thus, at the present time, Shady Bird asserts that the  
3 Evertrust Account Funds are subject to its security interests and liens, and it is entitled to  
4 adequate protection for such use.

5           The Code does not define adequate protection, but sets forth three  
6 alternative non-exclusive methods by which adequate protection may be provided when  
7 required under Section 363: (i) periodic cash payments; (ii) additional or replacement  
8 liens; or (iii) other relief resulting in the “indubitable equivalent” of the secured creditor’s  
9 interest in such property. 11 U.S.C. § 361.

10           Courts have recognized the breadth of adequate protection. “The goal of  
11 adequate protection is to safeguard the secured creditor from diminution in the value of  
12 its interest during the Chapter 11 reorganization.” In re Mosello, 195 B.R. 277, 288  
13 (Bankr. S.D.N.Y. 1996) (quoting In re 495 Central Park Avenue Corp., 136 B.R. 626, 631  
14 (Bankr. S.D.N.Y. 1992)). “The concept of adequate protection was designed to ‘insure  
15 that the secured creditor receives the value for which he bargained.’” In re Martin, 761  
16 F.2d 472, 474 (8th Cir. 1985). The general purpose of adequate protection is to ensure  
17 that the secured creditor ultimately receives what it would have received had not  
18 bankruptcy intervened. “Although stripped of the right to immediate possession of its  
19 property, the creditor receives assurances that the value it could have received through  
20 foreclosure will not decline.” Security Leasing Partners, LP v. ProAlert, LLC (In re  
21 ProAlert, LLC), 314 B.R. 436, 441-42 (B.A.P. 9th Cir. 2004).

22           Importantly, at all times, the party seeking the use of cash collateral has the  
23 burden of proof on the issue of adequate protection under 11 U.S.C. § 363(p). In re Pac.  
24 Lifestyle Homes, Inc., 2009 Bankr. LEXIS 711 (Bankr. W.D. Wash. 2009).

25           Here, although Shady Bird does not oppose the Debtor’s use of cash  
26 collateral, since the proposed interim order intends to grant Shady Bird a replacement  
27 lien in the Debtor’s post-petition assets, Shady Bird objects to any finding that it is  
28 adequately protected by a substantial equity cushion. Shady Bird strenuously contests

1 the Debtor's unsupported valuations of its assets, and believes it is undersecured.  
2 Therefore, to the extent the use of cash collateral is based exclusively on the granting of  
3 a replacement lien, Shady Bird does not object to the use of the Evertrust Account Funds  
4 for those line items set forth in the Budget.<sup>5</sup>

5 In other words, absent further court order, the Debtor is limited to using the  
6 Evertrust Account Funds only to pay (i) insurance, (ii) utilities, (iii) post-petition utility  
7 deposits, and (iv) property taxes. No other debts, such as administrative expenses or  
8 post-petition claims of suppliers or contractors, may be paid absent further Court order.  
9 Finally, Shady Bird does not believe a 20% variance is reasonable at this time, especially  
10 due to the limited funds the Debtor will have at its discretion. Shady Bird believes a 10%  
11 line item variance is appropriate, provided, however, that upon written notice, Shady Bird  
12 can consent to any line item variance in excess of 10% without further Court order.<sup>6</sup>

13 **B. Authority to Borrow Funds From M+D Properties**

14 As noted, the Debtor seeks approval of a post-petition loan from its non-  
15 debtor affiliate for an amount up to \$100,000. The DIP Loan is being made on a general  
16 unsecured basis, such that M+D is not being granted a lien or administrative expense  
17 claim. Under these circumstances, and to the extent the use of the funds is limited to the  
18 line items set forth in the Budget, Shady Bird does not oppose the request.

19  
20  
21 \_\_\_\_\_  
22 <sup>5</sup> The proposed order attached as Exhibit "I" to the Cash Collateral Motion contains adequate protection  
23 language which Shady Bird believes should be slightly modified. Shady Bird proposes the following  
24 language: "As adequate protection to Shady Bird Lending, LLC ("Shady Bird") on account of the Debtor's  
25 use of cash collateral, Shady Bird shall be granted a valid, enforceable, non-avoidable, and fully perfected  
26 first priority replacement lien on, and security interest in, the Debtor's post-petition assets, including cash,  
27 ("Replacement Lien"), to the extent of any diminution in value of Shady Bird's interest in the Debtor's pre-  
28 petition collateral, and to the same extent, validity, scope, and priority of Shady Bird's pre-petition lien."

<sup>6</sup> Shady Bird expressly reserves the right to amend or supplement this Response, to file additional  
objections, and to introduce evidence supporting this Response and any other objections at any further  
hearing on the Motions. In addition, Shady Bird expressly reserves all rights of Shady Bird under its loan  
agreement. Further, any order granting adequate protection to Shady Bird in connection with the Cash  
Collateral Motion should state that such order is without prejudice to the request of Shady Bird for any  
modification of, or further or different, adequate protection.



### **C. Authority to Pay Deposits to Utility Companies**

Shady Bird also does not object to the Debtor using \$1,941.60 from the Evertrust Account Funds to pay the Cash Deposits to the three utility companies reflected in Exhibit “1” to the Utilities Motion. Shady Bird agrees that ensuring that the utilities remain unaffected is in the best interests of the estate, Shady Bird, and other creditors.

### III.

## CONCLUSION

Shady Bird is scratching its head as to how a debtor in such financial distress, whose principals are facing foreclosure and lawsuits in other similarly troubled development projects, can propose a plan with any chance of confirmation. No rational lender would finance this dilapidated project, which not only is in a state of neglect and disrepair, but is infected by numerous mechanic's liens actions from unpaid laborers. As will be shown in Shady Bird's upcoming motions, this bankruptcy was a sham from day one and should end as quickly as it started.

DATED: March 18, 2021

**SulmeyerKupetz**  
A Professional Corporation

By: /s/ Daniel A. Lev

Daniel A. Lev

Attorneys for Shady Bird Lending, LLC

DATED: March 18, 2021

Law Offices of Ronald Richards & Associates, APC

By: /s/ *Ronald Richards*

Ronald Richards

Attorneys for Shady Bird Lending, LLC

**DECLARATION OF RONALD RICHARDS**

I, Ronald Richards, declare and state as follows:

1. At all times relevant hereto, I have been the non-member, manager for Shady Bird Lending, LLC, a California limited liability company ("Shady Bird"). In this capacity, I have personal knowledge of the facts set forth in this declaration, and if called as a witness for this purpose, I could and would testify competently under oath to them.

2. I make this declaration in support of Shady Bird's "Omnibus Response of Shady Bird Lending, LLC to (1) Motion for Entry of An Order: (A) Requiring Turnover of Estate Cash By Evertrust Bank; (B) Authorizing Debtor to Use Cash Collateral; and (C) Authorizing Debtor to Obtain Post-Petition Financing From M+D Properties On An Unsecured Basis, and (2) Motion for Entry of Order Authorizing Debtor to Provide Adequate Assurance of Future Payment to Utility Companies Pursuant to 11 U.S.C. § 366; Declaration of Ronald Richards in Support Thereof" (the "Response"), filed in response to the (i) "Notice of Motion and Motion for Entry of An Order: (A) Requiring Turnover of Estate Cash By Evertrust Bank; (B) Authorizing Debtor to Use Cash Collateral; and (C) Authorizing Debtor to Obtain Post-Petition Financing From M+D Properties On An Unsecured Basis; Declarations of Donald Chae and Juliet Y. Oh in Support Thereof" (the "Cash Collateral Motion"), and (ii) "Notice of Motion and Motion for Entry of Order Authorizing Debtor to Provide Adequate Assurance of Future Payment to Utility Companies Pursuant to 11 U.S.C. § 366; Memorandum of Points and Authorities; Declaration of Donald Chae in Support Thereof" (the "Utilities Motion" and together with the Cash Collateral Motion, the "Motions"), filed by the debtor and debtor in possession, The Source Hotel, LLC (the "Debtor").

3. I am not a member or owner of Shady Bird, but I am the only one who is authorized to execute settlements or act on behalf of the entity.

4. Shady Bird is the assignee of that certain construction loan (the "Loan") entered into on or about May 24, 2016, by and between Evertrust Bank ("Evertrust") and the Debtor, in the principal amount of \$24,988,808. The Loan was

1 made pursuant to a Construction Loan Agreement (the "Loan Agreement") dated May 24,  
2 2016, between the Debtor and Evertrust. The purpose of the Loan was for the  
3 development and construction of a 178-room, 7 story hotel project (the "Project"). In  
4 addition to the Project, the Debtor was, prior to its recent termination, the ground lessee  
5 under a 99-year "Memorandum of Ground Lease" (the "Ground Lease") with ground  
6 lessor, The Source at Beach, LLC (the "Ground Lessor"). In this regard, on February 16,  
7 2021, I received a "Notice of Default Under, and Exercise of Option to Terminate, Ground  
8 Lease" from the Ground Lessor, advising Shady Bird that the Ground Lease was being  
9 immediately terminated. A true and correct copy of the termination notice is attached  
10 hereto as Exhibit "A" and incorporated herein by reference.

11 I declare under penalty of perjury under the laws of the United States of  
12 America that the foregoing is true and correct.

13 Executed this 18<sup>th</sup> day of March, 2021, at Los Angeles, California.

14  
15 /s/ Ronald Richards  
Ronald Richards

SulmeyerKupetz, A Professional Corporation  
333 SOUTH GRAND AVENUE, SUITE 3400  
LOS ANGELES, CALIFORNIA 90071-1406  
TEL. 213.626.2311 • FAX 213.629.4520

# EXHIBIT A

**TO:**

The Source Hotel, LLC ("Lessee")  
3100 E. Imperial Highway  
Lynwood, CA 90262  
Attention: Min Chae and Donald Chae

With a copy to: Lim, Ruger & Kim, LLP  
1055 West Seventh Street, Suite 2800  
Los Angeles, CA 90017  
Attention: Real Estate Department

Shady Bird Lending, LLC ("Lender")  
c/o LAW OFFICES OF RONALD RICHARDS & ASSOCIATES, A.P.C.  
Ronald N. Richards  
P.O. Box 11480  
Beverly Hills, CA 90213

LAW OFFICES OF GEOFFREY LONG, A.P.C.  
Geoffrey S. Long  
1601 N. Sepulveda Blvd., No. 729  
Manhattan Beach, CA 90266

**Trustee:**

STEWART TITLE OF CALIFORNIA, INC.  
200 E. Sandpointe Ave., Suite 150  
Santa Ana, California 92707

**NOTICE OF DEFAULT UNDER, AND EXERCISE OF OPTION TO TERMINATE, GROUND LEASE**

The Source at Beach, LLC ("Lessor") as the ground lessor under that certain GROUND LEASE by and between THE SOURCE AT BEACH, LLC, a California limited liability company ("Lessor") and THE SOURCE HOTEL, LLC, a California limited liability company ("Lessee") dated as of the 6th day of April, 2015, including any amendments thereto ("Ground Lease"), hereby gives notice to the Lessee, Lender and Trustee named above of the occurrence of Events of Default under the Ground Lease, and further gives notice of and does hereby, exercise its option to terminate the Ground Lease effective immediately. Such exercise is based on, *inter alia*, the following:

Article 21.1 of the Ground Lease defines certain events, the occurrence of which constitutes an Event of Default. Events of Default include, among others, (1) any failure by Lessee to observe and perform any provision of the Ground Lease [Article 21.1(b)] and (2) the foreclosure of any mechanic's lien [Article 21.1(g)].

Article 11.1 of the Ground Lease, as amended on June 14, 2019, requires Lessee "to construct or cause to be constructed to substantial completion upon the Hotel Complex Premises on or prior to

**December 1, 2019**, all Improvements, which Improvements shall be constructed in accordance with plans and specifications first approved in writing by Lessor.” (bold in original).

An Event of Default has occurred as a result of Lessee’s failure to construct or cause to be constructed to substantial completion upon the Hotel Complex Premises all Improvements on or prior to December 1, 2019 in violation of Article 11.1, as amended.

Further, Lessor has received copies of Notices of *Lis Pendens*, copies attached, reflecting the commencement of foreclosures of numerous mechanic’s liens, a violation of Article 20.1(c) and hence an Event of Default.

The foregoing notice is given and the exercise of said option to terminate is made, without prejudice to any other rights Lessor may have under the Ground Lease or any other agreements, documents or instruments related thereto.

Dated: February 16, 2021

By: 

Name: Raymond B. Kim  
Meylan Davitt Jain Arevian & Kim LLP

Title: Attorneys for Ground Lessor  
The Source at Beach, LLC

1

RECORDING REQUESTED BY  
Splinter & Thai, LLP  
WHEN RECORDED MAIL TO

Splinter & Thai, LLP  
25124 Narbonne Ave., #106  
Lomita, CA 90717

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



100.00

\* \$ R 0 0 1 1 5 3 0 4 7 4 \$ \*

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HITS

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF PENDENCY OF

ACTION (LIS PENDENS)

IT  
6/1/21  
TF  
5/23  
6

1 Robert G. Splinter, Esq., Bar #78284  
2 Min N. Thal, Esq., Bar #232770  
3 SPLINTER & THAI, LLP  
4 25124 Narbonne Avenue, Ste. 106  
5 Lomita, California 90717-2140  
6 (310) 539-6334 telephone  
7 (310) 539-2467 facsimile

8 Attorney for Plaintiff,  
9 RESCO ELECTRIC INC.,  
10 a California corporation

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF ORANGE

13 RESCO ELECTRIC INC.,  
14 a California corporation,

15 Plaintiff

16 vs.

17 GREENLAND CONSTRUCTION SERVICE, LLC,  
18 THE SOURCE HOTEL, LLC,  
19 and DOES 1 through 50, inclusive,

20 Defendants

) CASE NO.: 30-2020-01135027  
) CU-OR-CJC  
)

) NOTICE OF PENDENCY  
) OF ACTION (LIS PENDENS)  
)

21  
22 NOTICE IS HEREBY GIVEN that the above-entitled action stating a real property  
23 claim was commenced on February 27, 2020, in the above named Court by plaintiff,  
24 Resco Electric, Inc., a California corporation, against Greenland Construction Service,  
25 LLC, The Source Hotel, LLC and DOES 1 through 50, inclusive, which is now pending in  
26 the above-named Court.  
27  
28

NOTICE OF PENDENCY OF ACTION



1 This action affects title to and the right to possession of specific property situated  
2 in Orange County, California, specifically described as follows:

3  
4 1. Commonly known as: 6986 Beach Boulevard, Buena Park, CA 90621.

5 Legal Description: PM 391-4 POR PAR 4 (POR OF 7TH FLOOR HOTEL &  
6 ROOF PARCEL) TR 1756

7 Assessor's Parcel Number: 276-361-45

8  
9 Plaintiff seeks by the action to have the interest of Plaintiff and Defendants  
10 determined and the property sold, and the proceeds divided according to law. The parties  
11 to the action are set forth in the title to the action.

12 DATED: March 2, 2020

SPLINTER & THAI, LLP

13  
14 

15 MIN N. THAI  
16 Attorney for Plaintiff,  
17 RESCO ELECTRIC, INC.

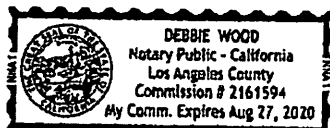
18 A notary public or other officer completing this certificate verifies only the identity of the individual who signed The  
19 document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


19 State of California )  
20 County of Los Angeles )

21 On March 2, 2020, before me, Debbie Wood, a Notary Public in and for said State, personally  
22 appeared MIN N. THAI, who proved to me on the basis of satisfactory evidence to be the person(s) whose  
23 name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed  
24 the instrument in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the  
25 instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

26 I certify under penalty of perjury under the laws of the State of California that the foregoing  
27 paragraph is true and correct.

28 WITNESS my hand and official seal.





2  
NOTICE OF PENDENCY OF ACTION

**PROOF OF SERVICE BY CERTIFIED MAIL - 1013a, 2015.5 C.C.P.**

STATE OF CALIFORNIA     )  
                                      }ss.  
COUNTY OF LOS ANGELES)

I am resident of/employed in the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is 25124 Narbonne Avenue, Suite 106, Lomita, California 90717.

On March 2, 2020, I served the within NOTICE OF PENDENCY OF ACTION (LIS PENDENS) on the interested parties in said action by placing a true copy thereof enclosed in a sealed envelope, with postage thereon fully prepaid, and addressed as set out below by "Certified Mail – Return Receipt Requested":

Greenland Construction Service, LLC  
6940 Beach Boulevard, #D-301  
Buena Park, CA 90621

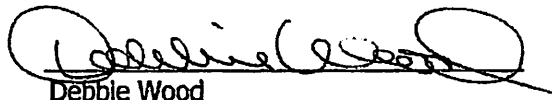
The Source Hotel LLC  
6986 Beach Boulevard  
Buena Park, CA 90621

The Source Hotel LLC  
6940 Beach Boulevard, #D-301  
Buena Park, CA 90621

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on that same day with first-class postage thereon fully prepaid at Lomita, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter date is more than one day after the date of deposit for mailing in the affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 2, 2020, at Lomita, California.

  
Debbie Wood

RECORDING REQUESTED  
AND WHEN RECORDED MAIL TO:  
RECORDING REQUESTED BY:  
Retrolock Corp.  
AND WHEN RECORDED MAIL DOCUMENT TO:  
Grant Nigolian  
695 Town Center Drive, Suite 700  
Costa Mesa, CA 92626

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder  
97.00  
\* \$ R 0 0 1 2 1 8 6 5 3 9 \$ \*  
2020000613064 3:37 pm 10/28/20  
227 414A N25 5  
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HITS

THIS SPACE IS FOR RECORDERS USE ONLY

NOTICE OF PENDENCY OF ACTION  
(LIS PENDENS)

(Title of Document)

Per Government Code 27388.1(a)(1) "A fee of \$75 dollars shall be paid at the time of recording on every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel or real property. "

- ☐ Exempt from SB2 fee per GC 27388.1(a)(2); is a transfer subject to the imposition of documentary transfer tax", or
- ☐ Exempt from SB2 fee per GC 27388.1(a)(2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax", or
- ☐ Exempt from SB2 fee per GC 27388.1(a)(2); is a transfer of real property that is a residential dwelling to an owner-occupier", or
- ☐ Exempt from SB2 fee per GC 27388.1(a)(2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier", or
- ☐ Exempt from SB2 fee per GC 27388.1(a)(1); fee cap of \$225 reached"
- ☐ Exempt from SB2 fee per GC 27388.1(a)(1); not related to real property

Failure to include an exemption reason will result in the imposition of the SB2 Building Homes and Jobs Act Fee.

**\*\*NOT APPLYING FOR EXEMPTION**

1 GRANT NIGOLIAN, P.C.  
2 Grant A. Nigolian (Bar No. 184101)  
3 695 Town Center Drive, Suite 700  
4 Costa Mesa, CA 92626  
5 Tel: (310) 853-2777

6  
7 Attorneys for Plaintiffs,  
8 Retrolock Corp.

9  
10 **SUPERIOR COURT OF CALIFORNIA**  
11 **COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

12 RETROLOCK CORP., a California  
13 corporation;

14 Plaintiffs,

15 vs.

16 GREENLAND CONSTRUCTION SERVICE,  
17 LLC, a California corporation; THE SOURCE  
18 HOTEL, LLC, a California corporation;  
19 BUSINESS ALLIANCE INSURANCE  
20 COMPANY, a California corporation; and  
21 DOES ONE (1) through TWENTY (20),  
22 inclusive;

23 Defendants.

) Case No: 30-2020-01163206-CU-CL-CJC

)  
) **NOTICE OF PENDENCY OF ACTION**  
) **(LIS PENDENS)**

) [Cal. Code Civ. Proc. § 405.20]

24  
25  
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**NOTICE OF PENDENCY OF ACTION (LIS PENDENS)**

1 NOTICE IS GIVEN that the above entitled action was commenced on October 2, 2020, by  
2 Retrolock Corp. in the above entitled court and concerns real property or affects the title or right of  
3 possession of real property.

4 The names of all defendants to the action are as follows: Greenland Construction Service,  
5 LLC; The Source Hotel, LLC; and Business Alliance Insurance Company.

6 The property in question has an address of 6986 Beach Blvd., Buena Park, California,  
7 90621, APN No. of 276-361-20 & 276-361-22, and is described as follows:

8 LOTS 2 THROUGH 9, INCLUSIVE, OF TRACT NO. 1756, IN THE  
9 CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF  
10 CALIFORNIA, AS PER MAP RECORDED IN BOOK 60, PAGES 20  
11 AND 21 OF MISCELLANEOUS MAPS, TOGETHER WITH LOT 2 IN  
12 BLOCK 61 OF BUENA PARK, IN SAID CITY, COUNTY AND STATE,  
13 AS PER MAP RECORDED IN 18, PAGES 50 TO 52 INCLUSIVE, OF  
14 MISCELLANEOUS MAPS, ALL IN THE OFFICE OF THE COUNTY  
15 RECORDER OF SAID COUNTY, TOGETHER WITH THE SOUTH 30  
16 FEET OF THE STREET ADJOINING SAID LOT ON THE NORTH  
17 ABANDONED BY ORDER OF THE BOARD OF SUPERVISORS OF  
18 ORANGE COUNTY FILED IN BOOK 8, PAGE 37 OF BOARD  
19 MINUTES, ON AUGUST 2, 1911.

20 The owners or reputed owners of the real property is The Source Hotel, LLC.

21 The purpose of the action is to collect a debt and foreclose a mechanics lien recorded on July  
22 24, 2020, as Instrument No. 2020000358872, Official Records of Orange County, California  
23 ("Mechanics' Lien" - Exhibit 1), in which claimant Retrolock Corp. claims the sum of \$258,225.27.  
24

25 DATED: October 2, 2020

GRANT NIGOLIAN, P.C.

Grant A. Nigolian

26 By: 

Grant A. Nigolian

27 Attorneys for Plaintiffs,  
28 Retrolock Corp.

**PROOF OF SERVICE**

I am employed in the City of Costa Mesa, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 695 Town Center Drive, Suite 700, Costa Mesa, CA 92626. On the date signed below, I served the documents named below on the parties in this action as follows:

**NOTICE OF PENDENCY OF ACTION (LIS PENDENS)**

Upon the parties named below as follows: (See attached service list.)



(BY MAIL WHERE INDICATED) I caused the above referenced document(s) to be placed in an envelope, with postage thereon fully prepaid, and placed in the United States mail at Costa Mesa, California. I am readily familiar with the practice of the firm for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.



(BY FACSIMILE WHERE INDICATED) The above-referenced document(s) was/were transmitted by facsimile transmission and the transmission was reported as complete and without error. Pursuant to Rule 2001 et. seq. of the Cal. Rules of Court, I caused the transmitting facsimile machine to issue properly a transmission report, a copy of which is attached to this Declaration, unless service by facsimile transmission was executed as a matter of professional courtesy.



(BY PERSONAL DELIVERY WHERE INDICATED) I caused the above-referenced document(s) to be personally delivered to the person and/or the address listed above.



(BY FEDERAL EXPRESS WHERE INDICATED) I am readily familiar with the practice of the firm for the collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.



(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



(FEDERAL) I declare under penalty of perjury under the laws of the United States of America the above it true and correct.

Executed on October 28, 2020, at Costa Mesa, California. Daniel Kaplan

Daniel Kaplan

1 **Service List:** *Retrolock Corp., adv. Greenland Construction Service, LLC, et al.*  
2 (O.C.S.C. Case No. 30-2020-01163206-CU-CL-CJC)  
3 Greenland Construction Service, LLC  
4 c/o Summer Bridges (Reg. Agent)  
5 6960 Beach Blvd., Unit J205  
6 Buena Park, CA 90621  
7 Defendants  
8 (via Certified Mail, return receipt requested)  
9 The Source Hotel, LLC  
10 c/o Summer Bridges (Reg. Agent)  
11 6960 Beach Blvd., Unit J205  
12 Buena Park, CA 90621  
13 Defendants  
14 (via Certified Mail, return receipt requested)  
15 Business Alliance Insurance Company  
16 Steve Barsotti (Reg. Agent)  
17 400 Oyster Point Blvd.  
18 Suite 327  
19 South San Francisco, CA 94080  
20 Defendants  
21 (via Certified Mail, return receipt requested)  
22 Lender's Foreclosure Services  
23 ATTN: Louisa Zavala, Trustee's Sale Officer  
24 P.O. Box 92086  
25 City of Industry, CA 91715  
26 (via Certified Mail, return receipt requested)  
27  
28

96

**RECORDING REQUESTED BY:**

Iron Mechanical, Inc.

**WHEN RECORDED, RETURN TO:**

William L. Porter, Esq.  
Hannah Kreuser, Esq.  
Porter Law Group, Inc.  
7801 Folsom Boulevard, Suite 101  
Sacramento, California 95826

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

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HITS

**NOTICE OF PENDENCY OF ACTION**

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SP  
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OF  
SB



1 **PORTER LAW GROUP, INC.**  
William L. Porter, Esq. [133968]  
2 Hannah C. Kreuser, Esq. [322959]  
7801 Folsom Boulevard, Suite 101  
3 Sacramento, California 95826  
Telephone: 916-381-7868  
4 Facsimile: 916-381-7880

5 **Attorneys for Plaintiff**  
**IRON MECHANICAL, INC.**  
6

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF ORANGE**

10 —oo0oo—

11 **IRON MECHANICAL, INC.,**

12 **Plaintiff,**

13 **v.**

14 **GREENLAND CONSTRUCTION**  
15 **SERVICE, LLC, a California limited liability**  
company; **THE SOURCE HOTEL, LLC, a**  
16 **California limited liability company; THE**  
**SOURCE AT BEACH LLC, a California**  
17 **limited liability company; BEACH**  
**ORANGETHORPE HOTEL, LLC, a**  
18 **California limited liability company; BEACH**  
**ORANGETHORPE HOTEL II, LLC, a**  
19 **California limited liability company;**  
**EVERTRUST BANK, a California**  
20 **corporation; and DOES 1 through 90,**  
**inclusive,**

21 **Defendants.**  
22  
23

**CASE NO. 30-2020-01146448-CU-BC-CJC**

**NOTICE OF PENDENCY OF ACTION**

24 **NOTICE IS HEREBY GIVEN** that the above-entitled action was commenced and is now  
25 pending in the above-entitled Court upon Complaint of Plaintiff, IRON MECHANICAL, INC.,  
26 against Defendants, GREENLAND CONSTRUCTION SERVICE, LLC, a California limited  
27 liability company; THE SOURCE HOTEL, LLC, a California limited liability company; THE  
28 SOURCE AT BEACH LLC, a California limited liability company; BEACH

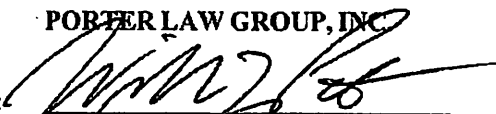
- 1 -

**NOTICE OF PENDENCY OF ACTION**

1 ORANGETHORPE HOTEL, LLC, a California limited liability company; BEACH  
2 ORANGETHORPE HOTEL II, LLC, a California limited liability company; EVERTRUST  
3 BANK, a California corporation; and DOES 1 through 90, inclusive.

4 The above-entitled action alleges a real property claim affecting title to and/or possession  
5 of real property in that Plaintiff, IRON MECHANICAL, INC., seeks foreclosure of a mechanics'  
6 lien concerning real property located at 6986 Beach Blvd., Buena Park, CA 90621, APNs: 276-  
7 361-29, -30, -32, -33, -35 through -45, inclusive, 276-361-56 through -62, inclusive.

8  
9 Dated: August 4, 2020

10  
11 By:   
12 William L. Porter  
13 Attorneys for Plaintiff  
14 IRON MECHANICAL, INC.  
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1 **PORTER LAW GROUP, INC.**  
2 **William L. Porter, Esq. [133968]**  
3 **Hannah C. Kreuser, Esq. [322959]**  
4 **7801 Folsom Boulevard, Suite 101**  
5 **Sacramento, California 95826**  
6 **Telephone: 916-381-7868**  
7 **Facsimile: 916-381-7880**

8 **Attorneys for Plaintiff**  
9 **IRON MECHANICAL, INC.**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE**

—oo0oo—

IRON MECHANICAL, INC.,

Plaintiff,

v.

GREENLAND CONSTRUCTION  
SERVICE, LLC, a California limited liability  
company; THE SOURCE HOTEL, LLC, a  
California limited liability company; THE  
SOURCE AT BEACH LLC, a California  
limited liability company; BEACH  
ORANGETHORPE HOTEL, LLC, a  
California limited liability company; BEACH  
ORANGETHORPE HOTEL II, LLC, a  
California limited liability company;  
EVERTRUST BANK, a California  
corporation; and DOES 1 through 90,  
inclusive,

Defendants.

CASE NO. 30-2020-01146448-CU-BC-CJC

**PROOF OF SERVICE**

I, the undersigned, declare that I am over the age of eighteen years and am not a party to  
the within-entitled action; I am employed in the City and County of Sacramento, California; my  
business address is 7801 Folsom Boulevard, Suite 101, Sacramento, California 95826.

- 1 -

PROOF OF SERVICE

On the date below, I served the attached document(s) entitled:

**NOTICE OF PENDENCY OF ACTION**

on the interested parties in this action as follows:

<u>Greenland Construction Service, LLC</u> c/o Summer Bridges 6960 Beach Blvd., Unit J205 Buena Park, CA 90621	<u>The Source Hotel, LLC</u> c/o Summer Bridges 6960 Beach Blvd., Unit J205 Buena Park, CA 90621
<u>The Source at Beach, LLC</u> c/o Summer Bridges 6960 Beach Blvd., Unit J205 Buena Park, CA 90621	<u>Beach Orangethorpe Hotel, LLC</u> c/o Summer Bridges 6960 Beach Blvd., Unit J205 Buena Park, CA 90621
<u>Beach Orangethorpe Hotel II, LLC</u> c/o Summer Bridges 6960 Beach Blvd., Unit J205 Buena Park, CA 90621	<u>Evertrust Bank</u> c/o Minna M. Tsao 2 N. Lake Ave., Suite #1030 Pasadena, CA 91101

(XX) (BY REGULAR MAIL) By placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the ordinary course of business for collection and mailing that same date at PORTER LAW GROUP, INC., 7801 Folsom Boulevard, Suite 101, Sacramento, California. I declare that I am readily familiar with the business practice of PORTER LAW GROUP INC. for collection and processing of correspondence for mailing with the United States Postal Service and that the correspondence would be deposited with the United States Postal Service that same day in the ordinary course of business.

( ) (BY OVERNIGHT DELIVERY) By placing a true copy thereof enclosed in a sealed envelope for delivery via Federal Express to the addressee(s) noted above.

( ) (EMAIL) I caused a true copy to be transmitted via email to the email addressee(s) noted above after party's address.

(XX) (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare under penalty of perjury that the foregoing is true and correct and that this Declaration was executed at Sacramento, California on August 4, 2020

  
Oliver Oberg

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

 94.00  
\* \$ R 0 0 1 2 0 0 8 5 1 0 \$ \*

**RECORDING REQUESTED BY:**

Dustin Lozano, Esq.

**WHEN RECORDED MAIL TO:**

Dustin Lozano, Esq.  
Hunt Ortmann Palfy Nieves  
Darling & Mah, Inc.  
301 North Lake Avenue  
Seventh Floor  
Pasadena, CA 91101-1807

2020000471920 10:38 am 09/08/20

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HITS

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**NOTICE OF LIS PENDENS**

HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.  
301 NORTH LAKE AVENUE, 7<sup>TH</sup> FLOOR  
PASADENA, CALIFORNIA 91101-1807  
Tel (626) 440-5200 • Fax (626) 796-0107

1 Dale A. Ortmann, Esq., SBN 094226  
ortmann@huntortmann.com  
2 Dustin Lozano, Esq., SBN 296518  
lozano@huntortmann.com  
3 HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.  
4 301 North Lake Avenue, 7<sup>th</sup> Floor  
Pasadena, California 91101-1807  
5 Phone: (626) 440-5200 Fax: (626) 796-0107  
6 Attorneys for Plaintiff Sunbelt Controls, Inc.  
7  
8  
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10

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

11 SUNBELT CONTROLS, INC., a Delaware  
corporation,  
12  
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Plaintiff,

14 vs.

15 THE SOURCE HOTEL, LLC, a California  
limited liability company; IRON  
16 MECHANICAL, INC., a California  
corporation; and DOES 1 through 20,  
inclusive,  
17  
18

Defendants.

Case No. 30-2020-01143598-CU-MC-CJC

Assigned for All Purposes To  
Hon. Robert J. Moss, Department C14

**NOTICE OF LIS PENDENS**

Action Filed: May 26, 2020  
Trial Date: April 4, 2022

HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.  
301 NORTH LAKE AVENUE, 7TH FLOOR  
PASADENA, CALIFORNIA 91101-1807  
Tel (626) 440-5200 • Fax (626) 796-0107

1 **NOTICE IS HEREBY GIVEN** that an action has been commenced in the above-entitled  
2 court on a Complaint of Plaintiff against the above-named Defendants for foreclosure of a  
3 mechanics lien.


4 This action affects title to the following described real property situated in the City of  
5 Buena Park, County of Orange, State of California, more particularly described as follows:

6 APN Nos. 276-361-20 and 276-361-22  
7 commonly known as 6986 Beach Boulevard, Buena Park, CA 90621.

8  
9  
10 DATED: September 4, 2020

HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.

11  
12  
13 By: \_\_\_\_\_

  
DALE A. ORTMANN  
DUSTIN LOZANO

14 Attorneys for Plaintiff Sunbelt Controls, Inc.  
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HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.  
301 NORTH LAKE AVENUE, 7TH FLOOR  
PASADENA, CALIFORNIA 91101-1807  
Tel (626) 440-5200 • Fax (626) 796-0107

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 301 North Lake Avenue, 7th Floor, Pasadena, CA 91101-1807.

On September 4, 2020, I served the following document(s) described as **NOTICE OF LIS PENDENS** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Summer Bridges, Esq.  
6940 Beach Blvd, D-301  
Buena Park, CA 90621

Agent for Service of Process for  
The Source Hotel, LLC

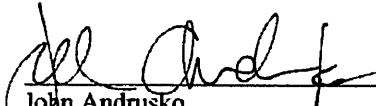
Katharine Gelber  
721 North B Street, Suite 100  
Sacramento, CA 95811

Agent for Service of Process for  
Iron Mechanical, Inc.

**BY CERTIFIED/RETURN RECEIPT REQUESTED MAIL:** I am "readily familiar" with Hunt Ortmann Palffy Nieves Darling & Mah, Inc.'s practice for collecting and processing correspondence for mailing via certified/return receipt requested mail with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Pasadena, California, on that same day following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 4, 2020, at Pasadena, California.

  
John Andrusko



Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



106.00

2020000495783 3:52 pm 09/15/20

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HITS

RECORDING REQUESTED BY

AND

WHEN RECORDED MAIL TO:

Gregory E Robinson  
2301 Dupont dr. #530  
Irvine, CA 92612-7502

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE

Notice of Pending Action

☒ Attorney or ☐ Party without Attorney (name, state bar #, address & ph. #)

Gregory E. Robinson, Bar No. 109693

ROBINSON & ROBINSON, LLP

2301 Dupont Drive, Suite 530

Irvine, CA 92612-7502 P: 949-752-7007 / F: 949-752-7023

Appearing for ☒ PLAINTIFF/ ☐ DEFENDANT/ ☐ IN PRO PER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Street Address: 700 Civic Center Drive West

Mailing Address:

City and Zip Code: Santa Ana, CA 92701

Branch Name: Central Justice Center

Plaintiff(s): PDG Wallcoverings

Defendant(s): Greenland Construction Service, LLC; The Source Hotel, LLC; The Source at the Beach, LLC; Beach Orangethorpe Hotel, LLC; Beach Orangethorpe Hotel II, LLC; M & D Properties; Evertrust Bank; and Does 1-4 inclusive

For Recorders Use Only

For Court Use Only

NOTICE OF PENDING ACTION

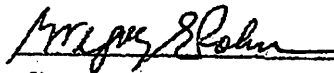
Case Number: 30-2020-01156958-CU-OR-CJC

Note: Code Civ. Proc. §405.21 allows an attorney of record in an action to sign a notice of pending action. A judge of the court in which the action is pending may, on request of a party thereto, approve such a notice. A notice of pendency of action shall not be recorded unless (a) it has been signed by the attorney of record, (b) it is signed by a party acting in propria persona and approved by a judge as provided in this section, or (c) the action is subject to Code Civ. Proc. §405.6. The required service of a notice of pending action before recordation (Code Civ. Proc. §405.22)

NOTICE IS HEREBY GIVEN that action concerning real property of affecting title or the right of possession of real property was filed on 8/26/2020 by the above-named parties in the above entitled court. The property affected is legally described as:

See Exhibit A attached hereto.

Date: September 10, 2020



Signature of Attorney or Self-Represented Litigant

This Notice of Pending Action contained herein is ☐ APPROVED/ ☐ DENIED

Date: \_\_\_\_\_

☐ Judge of the Superior Court/ ☐ Court Executive Officer

Deeds.com

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 2014-173, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGES 4 THROUGH 16, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

NONEXCLUSIVE EASEMENTS UPON, OVER AND ACROSS THE PROPERTY AS SUCH RECIPROCAL EASEMENTS HAVE BEEN CONVEYED IN THE INSTRUMENT ENTITLED "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT" RECORDED MARCH 5, 2014 AS INSTRUMENT NO. 2014000084685 OF OFFICIAL RECORDS, AND AMENDED AND RESTATED BY THE "AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT" RECORDED JUNE 3, 2016 AS INSTRUMENT NO. 2016000252445 OF OFFICIAL RECORDS.

APN: 276-361-23 TO 30, 32, 33, 35 TO 45, 50 TO 62

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

I am employed in the county of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is **2301 Dupont Drive, Suite 530, Irvine, California 92612.**

On September 10, 2020, I served the documents described **NOTICE OF PENDING ACTION** on interested parties in this action, as follows:

☒ by placing ☐ the original ☒ a true copy thereof enclosed in a sealed envelope(s) ["envelope"] addressed as follows:

SEE ATTACHED PROOF OF SERVICE LIST

☒ (BY MAIL) [C.C.P. § 1013(a)(1) Person Depositing In Mail] On 9/10/2020, I deposited such envelope in the mail at Irvine, California. The envelope was mailed with postage thereon fully prepaid.

☐ (BY EMAIL) [On September 10, 2020 at or about the time of the court filing of this document, I requested that an electronic copy of such document to be sent to each of the interested parties by electronic transmission (email) at their respective email addresses set forth above, by the firm's court e-file service provider, as part of the e-filing of the document

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on **September 10, 2020**, at **Irvine, California.**

  
Barbie Dawson

1  
**NOTICE OF PENDING ACTION**

**SERVICE LIST**

GREENLAND CONSTRUCTION SERVICE, LLC  
PO BOX 489

BUENA PARK, CA 90621  
6960 BEACH BLVD UNIT J205

BUENA PARK CA 90621

THE SOURCE AT BEACH, LLC  
PO BOX 489

BUENA PARK, CA 90621  
6960 BEACH BLVD J-205

BUENA PARK, CA 90621

THE SOURCE OFFICE, LLC

3100 E. IMPERIAL HWY.

LYNWOOD, CALIFORNIA 90262

ATTENTION: MIN CHAE AND DONALD CHAE

THE SOURCE OFFICE, LLC

PO BOX 489

BUENA PARK, CA 90621

6960 BEACH BLVD J-205

BUENA PARK, CA 90621

THE SOURCE HOTEL, LLC

3100 E. IMPERIAL HWY.

LYNWOOD, CALIFORNIA 90262

ATTENTION: MIN CHAE AND DONALD CHAE

THE SOURCE HOTEL, LLC

PO BOX 489

BUENA PARK, CA 90621

6960 BEACH BLVD J-205

BUENA PARK, CA 90621

BEACH ORANGETHORPE, LLC

3100 E. IMPERIAL HWY.

LYNWOOD, CALIFORNIA 90302

BEACH ORANGETHORPE, LLC

818 WEST SEVENTH STREET SUITE 930

LOS ANGELES CA 90017

BEACH ORANGETHORPE, LLC

3705 W PICO BLVD PMB 22555

LOS ANGELES CA 90019

ROBINSON & ROBINSON, LLP  
SERVING JUSTICE • RELAYRDL.COM

ROBINSON & ROBINSON, LLP  
SERVING JUSTICE • RELIABLE.COM

- 1 BEACH ORANGETHORPE SOURCE LLC  
3100 E. IMPERIAL HWY.
- 2 LYNWOOD, CALIFORNIA 90302
- 3 BEACH ORANGETHORPE SOURCE, LLC  
818 WEST SEVENTH STREET SUITE 930
- 4 LOS ANGELES CA 90017
- 5 BEACH ORANGETHORPE SOURCE, LLC  
3705 W PICO BLVD PMB 22555
- 6 LOS ANGELES CA 90019
- 7
- 8 BEACH ORANGETHORPE HOTEL, LLC  
PO BOX 489
- 9 BUENA PARK, CA 90621  
6960 BEACH BLVD J-205
- 10 BUENA PARK, CA 90621
- 11 BEACH ORANGETHORPE HOTEL II, LLC  
PO BOX 489
- 12 BUENA PARK, CA 90621  
6960 BEACH BLVD J-205
- 13 BUENA PARK, CA 90621
- 14
- 15 M & D PROPERTIES, LLC  
7352 AUTOPARK DRIVE
- 16 HUNTINGTON BEACH, CA 92648
- 17
- 18 SALAMANDER FIRE PROTECTION  
6103 TYRONE STREET
- 19 VAN NUYS, CA 91401
- 20 SOLID CONSTRUCTION COMPANY, INC.  
883 CRENSHAW BLVD.
- 21 LOS ANGELES, CA 90005
- 22 3D DESIGN INDUSTRIES INC, DBA AMC CABINETRY  
1215 NORTH RED GUM ST , SUITE G
- 23 ANAHEIM CA, 92806
- 24
- 25 RESCO ELECTRIC INC.  
2431 W. WASHINGTON BL. #B
- 26 LA, CA 90018
- 27
- 28

ROBINSON & ROBINSON, LLP  
SERVING JUSTICE • SRLAWYER.COM

1 ROBERT G. SPLINTER, ESQ., Bar #78284  
2 MIN N. THAI, ESQ., BAR #232770  
3 SPLINTER & THAI, LLP  
25124 NARBONNE AVENUE, STE. 106  
4 LOMITA, CALIFORNIA 90717-2140

5 OJ INSULATION, LP  
6 600 SOUTH VINCENT AVENUE  
7 AZUSA, CALIFORNIA 91702

8 BEST QUALITY PAINTING  
9 818 N. PACIFIC AVE., STE #C  
10 GLENDALE, CA 91203

11 NEMO & RAMI, INC.  
12 1930 W HOLT AVE  
13 POMONA, CA 91768

14 SUNBELT CONTROLS, INC.  
15 888 EAST WALNUT STREET  
16 PASADENA, CALIFORNIA 91101

17 PRIME CONCRETE COATINGS  
18 6127 JAMES ALAN STREET  
19 CYPRESS, CA 90630

20 NEWGENS, INC.  
21 14241 FOSTER ROAD  
22 LA MIRADA, CA 90638

23 ALLAN R. POPPER, OF LIENGUARD, INC.,  
24 AGENT FOR HILL CRANE SERVICE INC.  
25 3333 CHERRY AVENUE  
26 LONG BEACH, CA 90807

27 RONALD R. HILL,  
28 AGENT FOR HILL CRANE SERVICE INC.  
3333 CHERRY AVENUE  
LONG BEACH, CA 90807

IRON MECHANICAL, INC.  
721 NORTH B STREET, SUITE 100  
SACRAMENTO, CALIFORNIA 95811

ROBINSON & ROBINSON, LLP  
SERVING JUSTICE • RELAYTEL.COM

1 PORTER LAW GROUP, INC.  
2 WILLIAM L. PORTER, ESQ  
3 HANNAH C. KREUSER, ESQ  
4 7801 FOLSOM BOULEVARD, SUITE 101  
5 SACRAMENTO, CALIFORNIA 95826

6 WESTERN CONCRETE PUMPING, INC.  
7 2181 LA MIRADA DR.  
8 VISTA, CA 92081

9 CERTIFIED TILE, INC.  
10 14557 CALVERT STREET  
11 VAN NUYS, CA 91411

12 BUCHANAN COMPANY INC  
13 5500 BOLSA AVENUE STE 200  
14 HUNTINGTON BEACH,  
15 CALIFORNIA 92649

16 EKO KARAOKE LOUNGE, INC.  
17 6920 BEACH BLVD., K-223  
18 BUENA PARK, CALIFORNIA 90621

19 EVERGREEN ELECTRIC CONSTRUCTION, INC.  
20 629 GROVEVIEW LANE  
21 LA CANADA, CA 91011

22 ARAGON CONSTRUCTION, INC.  
23 5440 ARROW HIGHWAY,  
24 MONTCLAIR, CA 91763

25 EVERTRUST BANK  
26 18645 E. GALE AVE., SUITE 110  
27 CITY OF INDUSTRY, CA 91748

28 EVERTRUST BANK  
2 N. LAKE AVE., SUITE #1030  
PASADENA CA, 91101



RECORDING REQUESTED BY:

Dennis G. Cosso,  
LAW OFFICES OF DENNIS G. COSSO  
345 Oxford Drive  
Arcadia, CA 91007

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

97.00  
\* \$ R 0 0 1 2 1 8 9 5 3 5 \$ \*

2020000615345 10:02 am 10/29/20

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WHEN RECORDED MAIL TO  
AND MAIL TAX STATEMENTS TO

NAME Law offices of Dennis G. Cosso  
ADDRESS 345 Oxford Drive  
CITY Arcadia,  
STATE & ZIP California 91007

---

NOTICE OF LIS PENDENS

---

769  
HITS

TH  
SD  
CF  
SB  
FP

1 Dennis G. Cosso - SB# 46624  
Law Offices of Dennis G. Cosso  
2 345 Oxford Drive,  
Arcadia, California 91007  
3  
4 Telephone: 626.574.8000  
Facsimile: 626.574.8081  
5 Email: "denniscossolaw@gmail.com"  
6 Attorneys for Plaintiff  
NorthStar Demolition and Remediation, LP

7  
8  
9  
10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR ORANGE COUNTY**  
13

14 NORTHSTAR DEMOLITION AND  
15 REMEDIATION, LP, a Delaware limited  
partnership,

16 Plaintiff(s),

17 vs.

18 THE SOURCE AT THE BEACH, LLC, a  
19 California limited liability company; THE  
SOURCE HOTEL, LLC, a California limited  
20 liability company; EVERTRUST BANK, a  
California corporation; and DOES 1 through 55,  
21 inclusive,

22 Defendant(s)  
23

CASE NO. 30-2020-01166304 CI-BC-CJC  
NOTICE OF LIS PENDENS

24 **NOTICE IS HEREBY GIVEN** that an action has been commenced and is pending in the  
25 above-entitled Court, upon a Complaint of the above-named Plaintiff, NORTHSTAR DEMOLITION  
26 AND REMEDIATION, LP, against Defendants THE SOURCE AT THE BEACH, LLC; THE  
27 SOURCE HOTEL, LLC; and EVERTRUST BANK; that the object to said action is to foreclose and  
28 enforce a Mechanic's Lien upon the premises hereinafter described or buildings situated thereon, for

1 furnishing demolition, hazardous material abatement, fireproofing, and mold remediation to THE  
2 SOURCE HOTEL, LLC, which was used on a work of improvement upon the property owned by  
3 defendants THE SOURCE AT THE BEACH, LLC, and THE SOURCE HOTEL, LLC, amounting to  
4 the sum of \$53,948.00, together with interest and costs; notice and claim of said lien was recorded on  
5 or about September 23, 2020, Official Records of County of Orange, County Clerks's office, Instrument  
6 No. 2020000517005; and that the property affected by said lien and these foreclosure proceedings is  
7 situated in the County of Orange, State of California, and described as follows:

8 6986 Beach Blvd., Buena Park, CA 90621, APN # 276-361-29, 30, 32, 33-35 through 45,  
9 inclusive, 276-361-56 through 62, inclusive

10 Dated: October 27, 2020

THE LAW OFFICES OF DENNIS G. COSSO

11  
12 By: \_\_\_\_\_

13 DENNIS G. COSSO,  
14 Attorney for Plaintiff  
15 NORTHSTAR DEMOLITION AND  
16 REMEDIATION, LP  
17  
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20  
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 345 Oxford Drive, Arcadia, California.

On 10/28, 2020, I served the foregoing document described as NOTICE OF LIS PENDENS on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

See attached list

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage fully prepaid at Arcadia, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postal meter date is more than one day after the date of deposit for mailing contained in the affidavit.

X (BY CERTIFIED MAIL) I caused such envelopes to be deposited in the mail, certified, return receipt requested at Arcadia, California. The envelope was mailed with postage and the certified fee fully prepaid.

\_\_\_\_ (BY MAIL) I caused such envelope with postage fully prepaid to be deposited in the mail at Arcadia, California.

\_\_\_\_ (BY OVERNIGHT DELIVERY) I caused said document to be sent via United Parcel Post or Federal Express to the addressee as indicated on the attached service list.

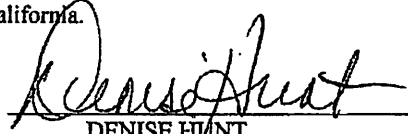
\_\_\_\_ (BY PERSONAL DELIVERY) I caused the above-mentioned document to be personally served to the offices of the addressee.

\_\_\_\_ (BY FAX) I transmitted such document via facsimile to the addressee as indicated on the attached service list.

\_\_\_\_ (FEDERAL) I declare that I am employed in the office of the member of the bar of this court at whose directions the service was made.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on 10/28, 2020, at Arcadia, California.

  
DENISE HUNT

1 The Source at the Beach, LLC  
2 P.O. Box 489  
3 Buena Park, CA 90621

4 The Source Hotel LLC  
5 P.O. Box 489  
6 Buena Park, CA 90621

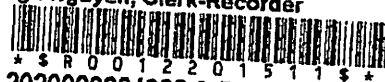
7 Evertrust Bank  
8 2 N Lake Ave., Suite 1030  
9 Pasadena, CA 91101

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**RECORDING REQUESTED BY**  
HO-EL PARK, ESQ.

**WHEN RECORDED,  
MAIL DOCUMENT TO:**  
LAW OFFICE OF HO-EL PARK, P.C.  
333 CITY BOULEVARD WEST  
SUITE 1700  
ORANGE, CA 92868

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



103.00

2020000624988 3:50 pm 11/02/20

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HITS

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

TITLE(S)

**NOTICE OF PENDENCY OF ACTION (LIS PENDENS)**

IT  
7P  
K  
Ca  
SB

LAW OFFICE OF HO-EL PARK, P.C.  
333 City Boulevard West, Suite 1700  
Orange, CA 92868  
Tel: (714) 523-0788/Fax: (714) 503-0788

HO EL PARK (SBN 235473)  
LAW OFFICE OF HO-EL PARK, P.C.  
333 City Blvd. West, Suite 1700  
Orange, California 92868  
Tel: (714) 523-2466/Fax: (714) 503-0788  
[Our File #132060-HP]

Attorney for Plaintiff,  
SOLID CONSTRUCTION COMPANY, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

SOLID CONSTRUCTION COMPANY, INC.,

Plaintiff,

vs.

GREENLAND CONSTRUCTION SERVICE,  
LLC; THE SOURCE AT BEACH, LLC; THE  
SOURCE HOTEL, LLC;  
M + D PROPERTIES; M&D REGIONAL  
CENTER LLC; BEACH ORANGETHORPE  
HOTEL, LLC; BEACH ORANGETHORPE  
HOTEL II, LLC; BEACH ORANGETHORPE  
HOTEL III, LLC; EVERTRUST BANK; and  
DOES 1 through 100, Inclusive,

Defendants.

**CASE NO: 30-2020-01166792-CU-OR-CJC**

*Assigned for all purposes to  
the Hon. Judge John C. Gastelum*

**NOTICE OF PENDING ACTION  
[LIS PENDENS]**

*Action Filed: October 22, 2020*

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

NOTICE IS HEREBY GIVEN that the above-entitled action concerning and affecting real property as described herein was commenced in the above-named court by plaintiff, SOLID CONSTRUCTION COMPANY, INC., a California corporation (hereinafter, "Plaintiff") against defendants GREENLAND CONSTRUCTION SERVICE, LLC, THE SOURCE AT BEACH, LLC, THE SOURCE HOTEL, LLC, M + D PROPERTIES, M&D REGIONAL CENTER LLC, BEACH ORANGETHORPE HOTEL, LLC, BEACH ORANGETHORPE HOTEL II, LLC, BEACH

LAW OFFICE OF HO-EL PARK, P.C.  
333 City Boulevard West, Suite 1700  
Orange, CA 92668  
Tel: (714) 523-0788/Fax: (714) 503-0788

1 ORANGETHORPE HOTEL III, LLC, EVERTRUST BANK, and DOES 1 through 100, inclusive  
2 (hereinafter, "Defendants"). The action is now pending in the above-named court. Plaintiff's  
3 underlying action is for foreclosure of mechanic's lien, and other related actions.

4 The action concerns the following real property, commonly known as 6986-6988 Beach  
5 Boulevard, Buena Park, California 90621. The legal description of the Property is stated below:

6  
7 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF  
8 BUENA PARK, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND  
IS DESCRIBED AS FOLLOWS:

9 PARCEL A:

10 PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 2014-173, IN  
11 THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF  
12 CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGES 4  
THROUGH 16, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE  
COUNTY RECORDER OF SAID COUNTY.

13 PARCELB:

14 NONEXCLUSIVE EASEMENTS UPON, OVER AND ACROSS THE  
15 PROPERTY AS SUCH RECIPROCAL EASEMENTS HAVE BEEN CONVEYED  
16 IN THE INSTRUMENT ENTITLED "DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS AND RECIPROCAL EASEMENT  
17 AGREEMENT" RECORDED MARCH 5, 2014 AS INSTRUMENT NO.  
2014000084685 OF OFFICIAL RECORDS, AND AMENDED AND RESTATED  
18 BY THE "AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS AND RECIPROCAL EASEMENT  
19 AGREEMENT" RECORDED JUNE 3, 2016 AS INSTRUMENT NO.  
2016000252445 OF OFFICIAL RECORDS.

20 APN: 276-361-23 TO 30, 32, 33, 35 TO 45, 50 TO 62

21  
22  
23 LAW OFFICE OF HO-EL PARK, P.C.

24  
25 Dated: October 28, 2020

By:

  
Ho El Park, Esq.  
Attorney for Plaintiff  
SOLID CONSTRUCTION COMPANY, INC.



LAW OFFICE OF HO-EL PARK, P.C.  
333 City Boulevard West, Suite 1700  
Orange, CA 92868  
Tel: (714) 523-0788 / Fax: (714) 503-0788

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is: 333 City Boulevard West, Suite 1700, Orange, California 92868.

On October 28, 2020, I served the foregoing document described as:

**NOTICE OF PENDING ACTION [LIS PENDENS]**

on interested parties in this action by placing [ ] the original [X] a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

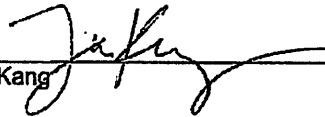
*SEE ATTACHED PROOF OF SERVICE LIST*

☒ BY MAIL: I deposited such envelope in the mail at Orange, California. The envelope was mailed with postage thereon fully prepaid.

☒ STATE: I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 28, 2020 at Orange, California.

Jun Kang



LAW OFFICE OF HO-EL PARK, P.C.  
333 City Boulevard West, Suite 1700  
Orange, CA 92668  
Tel: (714) 523-0788/Fax: (714) 503-0788

**SERVICE LIST**

1  
2 GREENLAND CONSTRUCTION SERVICE, LLC  
P.O. BOX 489  
3 BUENA PARK, CA 90621  
6988 BEACH BLVD, STE. B215  
4 BUENA PARK, CA 90621  
5 THE SOURCE AT BEACH, LLC  
P.O. BOX 489  
6 BUENA PARK, CA 90621  
6988 BEACH BLVD, STE. B215  
7 BUENA PARK, CA 90621  
8 THE SOURCE OFFICE, LLC  
P.O. BOX 489  
9 BUENA PARK, CA 90621  
6988 BEACH BLVD, STE. B215  
10 BUENA PARK, CA 90621  
11 THE SOURCE HOTEL, LLC  
P.O. BOX 489  
12 BUENA PARK, CA 90621  
6988 BEACH BLVD, STE. B215  
13 BUENA PARK, CA 90621  
14 BEACH ORANGETHORPE HOTEL, LLC  
P.O. BOX 489  
15 BUENA PARK, CA 90621  
6988 BEACH BLVD, STE. B215  
16 BUENA PARK, CA 90621  
17 BEACH ORANGETHORPE HOTEL II, LLC  
P.O. BOX 489  
18 BUENA PARK, CA 90621  
6988 BEACH BLVD, STE. B215  
20 BUENA PARK, CA 90621  
21 BEACH ORANGETHORPE HOTEL III, LLC  
P.O. BOX 489  
22 BUENA PARK, CA 90621  
6988 BEACH BLVD, STE. B215  
23 BUENA PARK, CA 90621  
24 M + D PROPERTIES  
P.O. BOX 489  
25 BUENA PARK, CA 90621  
6988 BEACH BLVD, STE. B215  
26 BUENA PARK, CA 90621  
27  
28

- 4 -  
NOTICE OF PENDING ACTION [LIS PENDENS]

LAW OFFICE OF HO-EL PARK, P.C.  
333 City Boulevard West, Suite 1700  
Orange, CA 92668  
Tel: (714) 523-0788 / Fax: (714) 503-0788

- 1 M&D REGIONAL CENTER, LLC  
P.O. BOX 489
- 2 BUENA PARK, CA 90621  
6988 BEACH BLVD, STE. B215
- 3 BUENA PARK, CA 90621
- 4 EVERTRUST BANK  
2 N. LAKE AVENUE, SUITE 1030
- 5 PASADENA, CA 91101
- 6 SALAMANDER FIRE PROTECTION, INC.  
6103 TYRONE STREET
- 7 VAN NUYS, CA 91401
- 8 3D DESIGN INDUSTRIES INC., DBA, AMC CABINETRY  
1215 NORTH REDGUM ST., SUITE G
- 9 ANAHEIM, CA 92806
- 10 RESCO ELECTRIC INC.  
2431 W. WASHINGTO BL. #B
- 11 LOS ANGELES, CA 90018
- 12 ROBERT G. SPLINTER, ESQ.  
MIN N. THAI, ESQ.
- 13 SPLINTER & THAI, LLP  
25124 NARBONNE AVENUE, STE. 106
- 14 LOMITA, CA 90717-2140
- 15 OJ INSULATION, LP  
600 SOUTH VINCENT AVENUE
- 16 AZUSA, CA 91702
- 17 BEST QUALITY PAINTING  
818 N. PACIFIC AVE., STE C
- 18 GLENDALE, CA 91203
- 19 NEMO & RAMI INC.  
1930 W. HOLT AVE.
- 20 POMONA, CA 91768
- 21 SUNBELT CONTROLS, INC.  
888 EAST WALNUT STREET
- 22 PASADENA, CA 91101
- 23 PRIME CONCRETE COATING, INC.  
6127 JAMES ALAN STREET
- 24 CYPRESS, CA 90630
- 25 NEWGENS, INC  
14241 FOSTER ROAD
- 26 LA MIRADA, CA 90838
- 27
- 28

LAW OFFICE OF HO-EL PARK, P.C.  
333 City Boulevard West, Suite 1700  
Orange, CA 92668  
Tel: (714) 523-0788/Fax: (714) 503-0788

- 1 HILL CRANE SERVICE INC.  
3333 CHERRY AVENUE
- 2 LONG BEACH, CA 90807
- 3 IRON MECHANICAL, INC.  
721 NORTH B STREET, SUITE 100
- 4 SACRAMENTO, CA 95811
- 5 PORTER LAW GROUP, INC.  
7801 FOLSOM BOULEVARD, SUITE 101
- 6 SACRAMENTO, CA 95826
- 7 WESTERN CONCRETE PUMPING, INC.  
2181 LA MIRADA DR.
- 8 VISTA, CA 92801
- 9 CERTIFIED TILE, INC.  
7769 LEMONA AVE
- 10 VAN NUYS CA 91405
- 11 BUCHANAN COMPANY INC.  
5500 BOLSA AVENUE STE 200
- 12 HUNTINGTON BEACH, CA 92649
- 13 EKO KARAOKE LOUNGE, INC.  
10655 GASCOIGNE DRIVE
- 14 CUPERTINO CA 95014
- 15 EVERGREEN ELECTRIC CONSTRUCTION, INC.  
629 GROVE VIEW LANE
- 16 LA CANADA, CA 91011
- 17 ARAGON CONSTRUCTION INC.  
5440 ARROWY HIGHWAY
- 18 MONTCLAIR, CA 91763
- 19 ROBINSON & ROBINSON, LLP  
2301 DUPONT DR., STE 530
- 20 IRVINE, CA 92612-7502
- 21
- 22
- 23
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- 25
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- 27
- 28

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



\* \$ R 0 0 1 2 2 2 2 9 7 9 \$ \*

2020000641757 8:44 am 11/09/20

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**RECORDING REQUESTED BY:**

Dustin Lozano, Esq.

**WHEN RECORDED MAIL TO:**

Dustin Lozano, Esq.  
Hunt Ortmann Palffy Nieves  
Darling & Mah, Inc.  
301 North Lake Avenue  
Seventh Floor  
Pasadena, CA 91101-1807

HITS

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**NOTICE OF LIS PENDENS**

HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.  
301 NORTH LAKE AVENUE, 7<sup>TH</sup> FLOOR  
PASADENA, CALIFORNIA 91101-1807  
Tel (626) 440-5200 • Fax (626) 796-0107

1 Dale A. Ortmann, Esq., SBN 094226  
ortmann@huntortmann.com  
2 Dustin Lozano, Esq., SBN 296518  
lozano@huntortmann.com  
3 HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.  
4 301 North Lake Avenue, 7<sup>th</sup> Floor  
Pasadena, California 91101-1807  
5 Phone: (626) 440-5200 Fax: (626) 796-0107

6 Attorneys for Aragon Construction, Inc.  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**  
10

11 ARAGON CONSTRUCTION, INC., a  
California corporation,

12 Plaintiff,  
13

14 vs.

15 THE SOURCE HOTEL, LLC, a California  
limited liability company; GREENLAND  
16 CONSTRUCTION SERVICE, LLC, a  
California limited liability company;  
17 BUSINESS ALLIANCE INSURANCE  
COMPANY, a California corporation; and  
18 DOES 1 through 25, inclusive,

19 Defendants.  
20  
21  
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Case No. 30-2020-01165129-CU-MC-CJC

Assigned for All Purposes to Honorable  
Martha K. Gooding, Dept. C32

**NOTICE OF LIS PENDENS**

Action Filed: October 13, 2020  
Trial Date: None set

HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.  
301 NORTH LAKE AVENUE, 7TH FLOOR  
PASADENA, CALIFORNIA 91101-1807  
Tel: (626) 440-3200 • Fax: (626) 796-0107

1 **NOTICE IS HEREBY GIVEN** that an action has been commenced in the above-entitled  
2 court on a Complaint of Plaintiff against the above-named Defendants for foreclosure of a  
3 mechanics lien.

4 This action affects title to the following described real property situated in the City of  
5 Buena Park, County of Orange, State of California, more particularly described as follows:

6 APN Nos. 276-361-20 and 276-361-22  
7 commonly known as 6986 Beach Boulevard, Buena Park, California 90621.

8  
9 DATED: November 6, 2020

HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.

10  
11  
12 By: 

DUSTIN LOZANO

13 Attorneys for Aragon Construction, Inc.  
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**PROOF OF SERVICE**

**Aragon Construction, Inc. v. The Source Hotel, LLC, et al.  
30-2020-01165129-CU-MC-CJC**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 301 North Lake Avenue, 7th Floor, Pasadena, CA 91101-1807.

On November 6, 2020, I served the following document(s) described as **NOTICE OF LIS PENDENS** on the interested parties in this action by placing thereof enclosed in sealed envelopes addressed as follows:

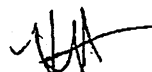
The Source Hotel, LLC  
6940 Beach Boulevard, Suite D-501  
Buena Park, California 90621

Greenland Construction Service, LLC  
3100 E. Imperial Highway  
Lynwood, California 90262

**BY CERTIFIED/RETURN RECEIPT REQUESTED MAIL:** I am "readily familiar" with Hunt Ortmann Palffy Nieves Darling & Mah, Inc.'s practice for collecting and processing correspondence for mailing via certified/return receipt requested mail with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Pasadena, California, on that same day following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 6, 2020, at Pasadena, California.

  
\_\_\_\_\_  
Vanessa Hobdy

HUNT ORTMANN PALFFY  
NIEVES DARLING & MAH, INC.  
301 NORTH LAKE AVENUE, 7TH FLOOR  
PASADENA, CALIFORNIA 91101-1807  
Tel (626) 440-5200 • Fax (626) 796-0107



**+ PROVIDENT TITLE COMPANY,  
P01, 1944**

**ORANGE, CA**

**12/23/2020 11:11AM PST JEB3**

**ORDER SEARCH RESULTS**

**PAGE 1 OF 3**

**ORDER: 10512629**

**TOF: 10**

**COMMENT:**

**PLANT THROUGH DECEMBER 16, 2020 05:00PM**

**SEARCH PARAMETERS**

**Name Service: GENERAL\_INDEX**

**BUSINESS NAME**

**THE SOURCE HOTEL**

**QUALIFIERS: FROM 12/21/2000 THROUGH 99/99/9999**

**OPTIONS: DISPLAY BANKRUPTCY: YES**

**PERMIT DATEDOWN: YES**

**PARAMETER ENTERED:**

**BUSINESS NAME**

**THE SOURCE HOTEL**

**SEARCHED PARAMETER:**

**BUSINESS NAME**

**THE SOURCE HOTEL**

TYPE BK/PG	DATE	DOC#	NAME	REFERENCE	REMARKS
OO	02/22/2016		THE S;CA 420-1733076-12		
OO	02/25/2016		THE S;CA 420-1734610-12		

**+ PROVIDENT TITLE COMPANY,  
P01, 1944**

**ORANGE, CA**

**12/23/2020 11:11AM PST JEB3**

**ORDER SEARCH RESULTS**

**PAGE 2 OF 3**

**ORDER: 10512629**

**TOF: 10**

**COMMENT:**

**BUSINESS NAME  
THE SOURCE HOTEL**

TYPE BK/PG	DATE	DOC#	NAME	REFERENCE	REMARKS
OO	05/18/2016		THE SOURCE HOTEL LLC;ST JS 0186406		
OO	07/27/2020		THE SOURCE HOTEL LLC;WFG 99 1618569CAD		
OO	08/13/2020		THE SOURCE HOTEL;WFG 99 1618569CAD		
OO	09/22/2020		THE S;ST CA 0942724		
OO	11/09/2020		THE SOURCE HOTEL LLC;OC 32 2173816		
OO	03/29/2016		THE 00;CA 1744422		
OO	06/01/2016		THE 011;CA 1765476		
OO	06/07/2016		THE 1989;CA 1767741		
OO	03/16/2016		THE 413 HARDING ST TRUST;OD 99 2121031541		
OO	07/15/2020		THE 786;LCG SOLI-CA-2945754		
OO	01/22/2020		THE;ST CA NSWREF20202558		
OO	03/04/2020		THE;ST CA JPMREF20214247		
OO	03/05/2020		THE;ST CA JPMREF20214576		
OO	03/12/2020		THE;ST CA NSWREF20217523		
OO	03/19/2020		THE;ST CA NSWSUB20219353		
OO	03/23/2020		THE;ST CA NSWSUB20220649		
OO	04/20/2020		THE;ST CA 0706620		
OO	05/01/2020		THE;ST CA NSWREF20213100		
OO	05/04/2020		THE;ST CA 0744464		
OO	05/15/2020		THE;ST CA NSWREF20234877		
OO	05/28/2020		THE;ST CA 0773530		
OO	06/03/2020		THE;ST CA NSWREF20239574		
OO	06/25/2020		THE;ST CA NSWREF20245194		
OO	07/08/2020		THE;ST CA NSWREF20248598		
OO	07/13/2020		THE;ST CA NSWREF20249650		
OO	07/20/2020		THE;ST CA 0846469		
OO	07/27/2020		THE;ST CA 20000480712		
OO	07/28/2020		THE;ST CA NSWSUB20253649		
OO	08/12/2020		THE;ST CA NSWREF20259195		
OO	08/19/2020		THE;ST CA JPMREF20261097		
OO	09/01/2020		THE;ST CA 0914634		
OO	09/02/2020		THE;ST CA NSWREF20265045		
OO	09/03/2020		THE;ST CA NSWREF20265388		
OO	09/17/2020		THE;ST CA NSWREF20269358		
OO	09/21/2020		THE;ST CA NSWREF20269934		
OO	10/12/2020		THE;ST CA NSWREF20275853		
OO	10/29/2020		THE;ST CA NSWREF20280542		
OO	11/06/2020		THE;ST CA 1004861		

**+ PROVIDENT TITLE COMPANY,  
P01, 1944**

**ORANGE, CA**

**12/23/2020 11:11AM PST JEB3**

**ORDER SEARCH RESULTS**

**PAGE 3 OF 3**

**ORDER: 10512629**

**TOF: 10**

**COMMENT:**

**BUSINESS NAME**

**THE SOURCE HOTEL**

TYPE BK/PG	DATE	DOC#	NAME	REFERENCE	REMARKS
OO	11/06/2020		THE;ST CA 1005008		
OO	11/06/2020		THE;ST CA NSWREF20282717		
OO	11/13/2020		THE;ST CA PNCMP20284592		
OO	12/03/2020		THE;ST CA NSWREF20289861		
OO	12/03/2020		THE;ST CA 1038454		
OO	12/03/2020		THE;ST CA 1038444		
OO	12/07/2020		THE;ST CA 1041614		
OO	12/16/2020		THE;ST CA 1052981		

**END OF REPORT**

**+ PROVIDENT TITLE COMPANY,  
P01, 1944**

**ORANGE, CA**

**12/23/2020 11:11AM PST JEB3**

**ORDER SEARCH RESULTS**

**PAGE 1 OF 3**

**ORDER: 10512629**

**TOF: 10**

**COMMENT:**

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**BUSINESS NAME**

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**QUALIFIERS: FROM 12/21/2000 THROUGH 99/99/9999**

**OPTIONS: DISPLAY BANKRUPTCY: YES**

**PERMIT DATEDOWN: YES**

**PARAMETER ENTERED:**

**BUSINESS NAME**

**SOURCE HOTEL**

**SEARCHED PARAMETER:**

**BUSINESS NAME**

**SOURCE HOTEL**

TYPE BK/PG	DATE	DOC#	NAME	REFERENCE	REMARKS
ML	05/18/2015	256758	SOURCE HOTEL LLC		
RL	10/07/2015	509824			

**+ PROVIDENT TITLE COMPANY,  
P01, 1944****ORANGE, CA****12/23/2020 11:11AM PST JEB3****ORDER SEARCH RESULTS****PAGE 2 OF 3****ORDER: 10512629****TOF: 10****COMMENT:****BUSINESS NAME  
SOURCE HOTEL**

<b>TYPE BK/PG</b>	<b>DATE</b>	<b>DOC#</b>	<b>NAME</b>	<b>REFERENCE</b>	<b>REMARKS</b>
<b>ML</b>	05/18/2015	<b>256759</b>	SOURCE HOTEL LLC		
<b>RL</b>	09/09/2015	<b>465775</b>			
<b>TD</b>	06/03/2016	<b>252446</b>	SOURCE HOTEL LLC		29.500M
<b>SA</b>	06/03/2016	<b>252449</b>	SOURCE HOTEL LLC		16 252446
<b>SA</b>	06/03/2016	<b>252450</b>	SOURCE HOTEL LLC		16 252446
<b>SA</b>	07/05/2018	<b>246365</b>	SOURCE HOTEL LLC		16 252446
<b>SA</b>	07/05/2018	<b>246366</b>	SOURCE HOTEL LLC		16 252446
<b>EN</b>	12/28/2018	<b>483687</b>	SOURCE HOTEL LLC		16 252446
<b>EN</b>	06/26/2019	<b>225954</b>	SOURCE HOTEL LLC		16 252446
<b>ST</b>	07/27/2020	<b>361779</b>			
<b>ND</b>	07/27/2020	<b>361780</b>	SOURCE HOTEL LLC		16 252446
<b>ML</b>	08/02/2017	<b>319341</b>	SOURCE HOTEL LLC		
<b>BD</b>	10/23/2017	<b>448159</b>			
<b>RL</b>	04/17/2018	<b>137264</b>			
<b>TD</b>	08/28/2017	<b>364569</b>	SOURCE HOTEL LLC		10M
<b>TD</b>	08/28/2017	<b>364570</b>	SOURCE HOTEL LLC		11.500M
<b>ML</b>	09/15/2017	<b>392884</b>	SOURCE HOTEL LLC		
<b>BD</b>	10/23/2017	<b>448160</b>			
<b>ML</b>	07/02/2018	<b>241793</b>	SOURCE HOTEL LLC		
<b>RL</b>	07/27/2018	<b>275314</b>			
<b>ML</b>	07/17/2019	<b>256173</b>	SOURCE HOTEL LLC		
<b>ML</b>	07/17/2019	<b>256173</b>	SOURCE HOTEL LLC		NO LEGAL
<b>ML</b>	08/08/2019	<b>291605</b>	SOURCE HOTEL LLC		NO LEGAL
<b>ML</b>	10/10/2019	<b>396457</b>	SOURCE HOTEL LLC		
<b>ML</b>	12/05/2019	<b>508145</b>	SOURCE HOTEL LLC		
<b>ML</b>	12/16/2019	<b>526589</b>	SOURCE HOTEL LLC		
<b>RL</b>	03/25/2020	<b>135119</b>	SOURCE HOTEL LLC	19-526589	19 526589
<b>ML</b>	01/03/2020	<b>2714</b>	SOURCE HOTEL LLC		
<b>ML</b>	01/21/2020	<b>24862</b>	SOURCE HOTEL LLC		
<b>ML</b>	01/21/2020	<b>25041</b>	SOURCE HOTEL LLC		
<b>ML</b>	01/28/2020	<b>36952</b>	SOURCE HOTEL LLC		
✓ <b>ML</b>	01/31/2020	<b>43007</b>	SOURCE HOTEL LLC		
<b>ML</b>	02/05/2020	<b>50786</b>	SOURCE HOTEL LLC		
<b>RL</b>	05/08/2020	<b>208495</b>	SOURCE HOTEL LLC		20 50786
<b>LP</b>	08/13/2020	<b>407548</b>	SOURCE HOTEL LLC		
30-2020-01146448-CU-BC-CJC					
<b>LP</b>	09/08/2020	<b>471920</b>	SOURCE HOTEL LLC		

**+ PROVIDENT TITLE COMPANY,  
P01, 1944**

**ORANGE, CA**

**12/23/2020 11:11AM PST JEB3**

**ORDER SEARCH RESULTS**

**PAGE 3 OF 3**

**ORDER: 10512629**

**TOF: 10**

**COMMENT:**

**BUSINESS NAME**

**SOURCE HOTEL**

TYPE BK/PG	DATE	DOC#	NAME	REFERENCE	REMARKS
30-2020-01143598-CU-MC-CJC					
LP	09/15/2020	<b>495783</b>	SOURCE HOTEL LLC		
30-2020-01156958-CU-OR-					
✓ LP	10/28/2020	<b>613064</b>	SOURCE HOTEL LLC		27636120
LP	10/29/2020	<b>615345</b>	SOURCE HOTEL LLC		27636129
LP	11/02/2020	<b>624988</b>	SOURCE HOTEL LLC		
27636123 TO 30, 32, 33, 35 TO 45, 50 TO 62					
LP	11/09/2020	<b>641757</b>	SOURCE HOTEL LLC		27636120
AJ	06/16/2010	<b>282724</b>	SOURCE 1 PROPERTIES LLC		09K22630
SN	02/16/2017	<b>66387</b>	SOURCE INC		BE-1380830
BY	03/06/2002		SOURCE LLC		0211688JB7
SN	09/17/2004	<b>838650</b>	SOURCE LLC		0425235283
SN	12/13/2011	<b>648829</b>	SOURCE		1134113729
RL	02/09/2012	<b>77079</b>	SOURCE	11-648829	1134113729
OO	05/18/2016		SOURCE HOTEL;ST JS 0186406		
OO	06/22/2018		SOURCE HOTEL LLC;ST FG 18000480712		
OO	12/14/2018		SOURCE HOTEL;ST FG 18000481694		
OO	08/13/2020		SOURCE HOTEL;WFG 99 1618569CAD		
OO	11/09/2020		SOURCE HOTEL;OC 32 2173816		

**END OF REPORT**

Q

**RECORDING REQUESTED BY:**

Dustin Lozano, Esq.

HITS

**WHEN RECORDED MAIL TO:**

Dustin Lozano, Esq.  
Hunt Ortmann Palffy Nieves  
Darling & Mah, Inc.  
301 North Lake Avenue  
Seventh Floor  
Pasadena, CA 91101-1807

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder

 91.00

\* \$ R 0 0 1 1 4 5 3 0 2 3 \$ \*

2020000043007 10:52 am 01/31/20

93 416A M09 3

0.00 0.00 0.00 0.00 6.00 0.00 0.000.0075.00 3.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**MECHANICS LIEN**

11  
30  
FF  
OK  
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1193464 1 dl 2936.001

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Dustin Lozano, Esq.  
Hunt Ortmann Palffy Nieves  
Darling & Mah, Inc.  
301 North Lake Avenue, 7th Floor  
Pasadena, CA 91101-1807

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MECHANICS LIEN**

SUNBELT CONTROLS, INC., 888 East Walnut Street, Pasadena, California 91101, hereby claims a mechanics lien in the amount of \$234,653.00 on The Source Hotel and on the real property on which it is located at 6986 Beach Boulevard, Buena Park, California 9062, or which is described as follows: APN Nos. 276-361-20 and 276-361-22.

The reputed owner of the real property is THE SOURCE HOTEL LLC, 6940 Beach Boulevard, Suite D-501, Buena Park, California 90621.

SUNBELT CONTROLS, INC. furnished labor or services or equipment or material generally consisting of HVAC controls to IRON MECHANICAL, 575 Anton Boulevard, 3rd Floor, Costa Mesa, California 92626.

Dated: January 30, 2020

Name of Claimant: SUNBELT CONTROLS, INC.

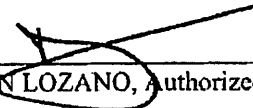
By:   
Its: DUSTIN LOZANO  
Attorney-in-Fact

**VERIFICATION**

I am the agent authorized to make this verification on behalf of SUNBELT CONTROLS, INC. This mechanics lien is true of my own knowledge, except for those matters stated on my information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: January 30, 2020

  
DUSTIN LOZANO, Authorized Agent

**Notice of Mechanics Lien and Proof of Service Affidavit Follow on Next Page**



**NOTICE OF MECHANICS LIEN**

**ATTENTION!**

**Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.**

**The party identified in the mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.**

**BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEB SITE AT [www.cslb.ca.gov](http://www.cslb.ca.gov).**

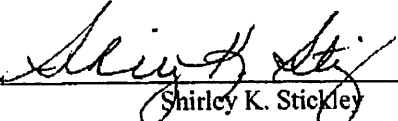
**PROOF OF SERVICE AFFIDAVIT**

I, SHIRLEY K. STICKLEY, served this Mechanics Lien and Notice of Mechanics Lien on the owner or reputed owner. Service was made on January 30, 2020 by certified mail, return receipt requested, postage prepaid, addressed to:

THE SOURCE HOTEL LLC  
6940 Beach Boulevard, Suite D-501  
Buena Park, California 90621

I certify or declare under penalty of perjury that the foregoing is true and correct.

Executed on January 30, 2020 at Pasadena, California.

  
Shirley K. Stickley

**RECORDING REQUESTED  
AND WHEN RECORDED MAIL TO:**  
**RECORDING REQUESTED BY:**  
Retrolock Corp.  
**AND WHEN RECORDED MAIL DOCUMENT TO:**  
Grant Nigolian  
695 Town Center Drive, Suite 700  
Costa Mesa, CA 92626

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder  
97.00  
202000613064 3:37 pm 10/28/20  
227 414A N25 5  
0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

HITS

THIS SPACE IS FOR RECORDERS USE ONLY

**NOTICE OF PENDENCY OF ACTION  
(LIS PENDENS)**

(Title of Document)

*Per Government Code 27388.1(a)(1) "A fee of \$75 dollars shall be paid at the time of recording on every real estate instrument, paper, or notice required or permitted by law to be recorded, except those expressly exempted from payment of recording fees, per each single transaction per parcel or real property. "*

- ☐ Exempt from SB2 fee per GC 27388.1(a)(2); is a transfer subject to the imposition of documentary transfer tax", or
- ☐ Exempt from SB2 fee per GC 27388.1(a)(2); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax", or
- ☐ Exempt from SB2 fee per GC 27388.1(a)(2); is a transfer of real property that is a residential dwelling to an owner-occupier", or
- ☐ Exempt from SB2 fee per GC 27388.1(a)(2); recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner-occupier", or
- ☐ Exempt from SB2 fee per GC 27388.1(a)(1); fee cap of \$225 reached"
- ☐ Exempt from SB2 fee per GC 27388.1(a)(1); not related to real property

Failure to include an exemption reason will result in the imposition of the SB2 Building Homes and Jobs Act Fee.

**\*\*NOT APPLYING FOR EXEMPTION**

1 GRANT NIGOLIAN, P.C.  
2 Grant A. Nigolian (Bar No. 184101)  
3 695 Town Center Drive, Suite 700  
4 Costa Mesa, CA 92626  
5 Tel: (310) 853-2777

6 Attorneys for Plaintiffs,  
7 Retrolock Corp.

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

10 RETROLOCK CORP., a California  
11 corporation;

12 Plaintiffs,

13 vs.

14 GREENLAND CONSTRUCTION SERVICE,  
15 LLC, a California corporation; THE SOURCE  
16 HOTEL, LLC, a California corporation;  
17 BUSINESS ALLIANCE INSURANCE  
18 COMPANY, a California corporation; and  
19 DOES ONE (1) through TWENTY (20),  
20 inclusive;

21 Defendants.

) Case No: 30-2020-01163206-CU-CL-CJC

)  
) **NOTICE OF PENDENCY OF ACTION**  
) **(LIS PENDENS)**

) [Cal. Code Civ. Proc. § 405.20]

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NOTICE OF PENDENCY OF ACTION (LIS PENDENS)

1 NOTICE IS GIVEN that the above entitled action was commenced on October 2, 2020, by  
2 Retrolock Corp. in the above entitled court and concerns real property or affects the title or right of  
3 possession of real property.

4 The names of all defendants to the action are as follows: Greenland Construction Service,  
5 LLC; The Source Hotel, LLC; and Business Alliance Insurance Company.

6 The property in question has an address of 6986 Beach Blvd., Buena Park, California,  
7 90621, APN No. of 276-361-20 & 276-361-22, and is described as follows:

8 LOTS 2 THROUGH 9, INCLUSIVE, OF TRACT NO. 1756, IN THE  
9 CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF  
10 CALIFORNIA, AS PER MAP RECORDED IN BOOK 60, PAGES 20  
11 AND 21 OF MISCELLANEOUS MAPS, TOGETHER WITH LOT 2 IN  
12 BLOCK 61 OF BUENA PARK, IN SAID CITY, COUNTY AND STATE,  
13 AS PER MAP RECORDED IN 18, PAGES 50 TO 52 INCLUSIVE, OF  
14 MISCELLANEOUS MAPS, ALL IN THE OFFICE OF THE COUNTY  
15 RECORDER OF SAID COUNTY, TOGETHER WITH THE SOUTH 30  
16 FEET OF THE STREET ADJOINING SAID LOT ON THE NORTH  
17 ABANDONED BY ORDER OF THE BOARD OF SUPERVISORS OF  
18 ORANGE COUNTY FILED IN BOOK 8, PAGE 37 OF BOARD  
19 MINUTES, ON AUGUST 2, 1911.

20 The owners or reputed owners of the real property is The Source Hotel, LLC.

21 The purpose of the action is to collect a debt and foreclose a mechanics lien recorded on July  
22 24, 2020, as Instrument No. 2020000358872, Official Records of Orange County, California  
23 ("Mechanics' Lien" -Exhibit 1), in which claimant Retrolock Corp. claims the sum of \$258,225.27.

24 DATED: October 2, 2020

GRANT NIGOLIAN, P.C.

Grant A. Nigolian

25 By: 

Grant A. Nigolian

26 Attorneys for Plaintiffs,  
27 Retrolock Corp.  
28

**PROOF OF SERVICE**

I am employed in the City of Costa Mesa, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 695 Town Center Drive, Suite 700, Costa Mesa, CA 92626. On the date signed below, I served the documents named below on the parties in this action as follows:

**NOTICE OF PENDENCY OF ACTION (LIS PENDENS)**

Upon the parties named below as follows: (See attached service list.)



(BY MAIL WHERE INDICATED) I caused the above referenced document(s) to be placed in an envelope, with postage thereon fully prepaid, and placed in the United States mail at Costa Mesa, California. I am readily familiar with the practice of the firm for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.



(BY FACSIMILE WHERE INDICATED) The above-referenced document(s) was/were transmitted by facsimile transmission and the transmission was reported as complete and without error. Pursuant to Rule 2001 et. seq. of the Cal. Rules of Court, I caused the transmitting facsimile machine to issue properly a transmission report, a copy of which is attached to this Declaration, unless service by facsimile transmission was executed as a matter of professional courtesy.



(BY PERSONAL DELIVERY WHERE INDICATED) I caused the above-referenced document(s) to be personally delivered to the person and/or the address listed above.



(BY FEDERAL EXPRESS WHERE INDICATED) I am readily familiar with the practice of the firm for the collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.



(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



(FEDERAL) I declare under penalty of perjury under the laws of the United States of America the above it true and correct.

Executed on October 28, 2020, at Costa Mesa, California. Daniel Kaplan  
Daniel Kaplan

**Service List:** *Retrolock Corp., adv. Greenland Construction Service, LLC, et al.*  
(O.C.S.C. Case No. 30-2020-01163206-CU-CL-CJC)

Greenland Construction Service, LLC  
c/o Summer Bridges (Reg. Agent)  
6960 Beach Blvd., Unit J205  
Buena Park, CA 90621  
Defendants  
(via Certified Mail, return receipt requested)

The Source Hotel, LLC  
c/o Summer Bridges (Reg. Agent)  
6960 Beach Blvd., Unit J205  
Buena Park, CA 90621  
Defendants  
(via Certified Mail, return receipt requested)

Business Alliance Insurance Company  
Steve Barsotti (Reg. Agent)  
400 Oyster Point Blvd.  
Suite 327  
South San Francisco, CA 94080  
Defendants  
(via Certified Mail, return receipt requested)

Lender's Foreclosure Services  
ATTN: Louisa Zavala, Trustee's Sale Officer  
P.O. Box 92086  
City of Industry, CA 91715  
(via Certified Mail, return receipt requested)

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 333 South Grand Avenue, Suite 3400, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (*specify*): OMNIBUS RESPONSE OF SHADY BIRD LENDING, LLC TO (1) MOTION FOR ENTRY OF AN ORDER: (A) REQUIRING TURNOVER OF ESTATE CASH BY EVERTRUST BANK; (B) AUTHORIZING DEBTOR TO USE CASH COLLATERAL; AND (C) AUTHORIZING DEBTOR TO OBTAIN POST-PETITION FINANCING FROM M+D PROPERTIES ON AN UNSECURED BASIS, AND (2) MOTION FOR ENTRY OF ORDER AUTHORIZING DEBTOR TO PROVIDE ADEQUATE ASSURANCE OF FUTURE PAYMENT TO UTILITY COMPANIES PURSUANT TO 11 U.S.C. § 366; DECLARATION OF RONALD RICHARDS IN SUPPORT THEREOF will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) March 18, 2021 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) March 18, 2021, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**Via Overnight Mail**

The Honorable Erithe A. Smith  
U.S. Bankruptcy Court  
Ronald Reagan Federal Building  
411 W. Fourth Street, Suite 5040  
Santa Ana, CA 92701

**Via Overnight Mail**

Nancy S Goldenberg  
Office of the United States Trustee  
411 W Fourth St Ste 7160  
Santa Ana, CA 92701-8000

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

March 18, 2021

*Date*

Cheryl Caldwell

*Printed Name*

/s/Cheryl Caldwell

*Signature*

**ADDITIONAL SERVICE INFORMATION** (if needed):

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

Ron Bender on behalf of Debtor The Source Hotel, LLC  
rb@lnbyb.com

Michael G Fletcher on behalf of Creditor Evertrust bank  
mfletcher@frandzel.com, sking@frandzel.com

Nancy S Goldenberg on behalf of U.S. Trustee United States Trustee (SA)  
nancy.goldenberg@usdoj.gov

Daniel A Lev on behalf of Creditor Shady Bird Lending, LLC  
dlev@sulmeyerlaw.com, ccaldwell@sulmeyerlaw.com;dlev@ecf.inforuptcy.com

Daniel A Lev on behalf of Interested Party Courtesy NEF  
dlev@sulmeyerlaw.com, ccaldwell@sulmeyerlaw.com;dlev@ecf.inforuptcy.com

Grant A Nigolian on behalf of Interested Party Courtesy NEF  
grant@gnpclaw.com, process@gnpclaw.com;grant.nigolian@gmail.com

Juliet Y Oh on behalf of Debtor The Source Hotel, LLC  
jyo@lnbrb.com, jyo@lnbrb.com

Ho-Ei Park on behalf of Interested Party Courtesy NEF  
hpark@hparklaw.com

Ronald N Richards on behalf of Interested Party Courtesy NEF  
ron@ronaldrichards.com, morani@ronaldrichards.com

United States Trustee (SA)  
ustpregion16.sa.ecf@usdoj.gov